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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

ILWU-PMA WELFARE PLAN;  
TRUSTEES OF THE ILWU-PMA  
WELFARE PLAN

Plaintiffs,

vs.

SHARAM BORJKHANI, an individual;  
and SALIMEH MIRMOTAHARI, an  
individual

Defendants.

Case No. 3:15-cv-04225-HSG

Hon. Haywood Gilliam, Jr.

**AGREED ENTRY TO STAY  
PROCEEDINGS**


Based upon and in connection with their *Joint Motion to Stay Proceedings*, Plaintiffs, ILWU-PMA Welfare Plan (“Plan”) and Trustees of the ILWU-PMA Welfare Plan, and Defendants, Sharam Borjkhani and Salimeh Mirmotahari, (the “Parties”) do hereby agree to and stipulate to the following:

1. The Defendants acknowledge the Plaintiffs’ valid subrogation lien interest, in the amount of \$167,909.92, in the Settlement between Defendants, the State of California, and Natalia Galdamez (“Settlement”) related to the state court action (Los Angeles County Superior Court Case No. BC 447580) and their requirement to resolve it prior to distribution (after receipt by the Defendants of the proceeds of the Settlement) of the first \$167,909.62 of such proceeds.
2. Defendants’ counsel, Bob Khakshooy and Raymond McElfish (“Defendants’ Counsel”), agree to retain at least \$167,909.92 from any payments from the State of California and Natalia Galdamez (or her insurer) with respect to the Settlement in their Client Trust account until such time that the Plaintiffs’ subrogation lien is resolved. Defendants may distribute amounts of the proceeds of the Settlement received in excess of the aforesaid sum of \$167,909.92 to be retained in the Client Trust account of Defendants’ Counsel.
3. Defendants and Defendants’ Counsel agree that the sum of \$167,909.92 will not be dissipated, transferred, conveyed, encumbered, disposed of, or otherwise distributed pending resolution of the Plaintiffs’ valid subrogation lien.
4. The Parties jointly agree to stay proceedings in this matter until October 12, 2015 and attempt to negotiate, in good faith, a resolution regarding the Plaintiffs’ subrogation lien.
5. Plaintiffs agree to provide Defendants’ Counsel with copies of all documentation in support of its subrogation lien.

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2 **IT IS SO ORDERED.**

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4 Dated: September 28, 2015

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6 Honorable Haywood Gilliam, Jr.  
7 U.S. District Court Judge

8  
9 /s/ Shawn C. Groff

10 Shawn C. Groff  
11 Estelle Pae Huerta  
12 Ryan B. Kadevari  
13 Leonard Carder, LLP

14  
15 /s/ D. Ward Kallstrom

16 D. Ward Kallstrom  
17 Kathleen Cahill Slaughter  
18 Jonathan Braunstein  
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